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ABSTRACT

This document presents the proposed agreement between the Rutgers faculty and Rutgers University for the period 1972 - 1975. Articles of the agreement cover purpose, academic freedom, recognition, scope of bargaining, deduction of professional dues, designation of AAUP representatives and their privileges, salary provisions, faculty grievance procedures, teaching assistant and graduate grievance procedure, nondiscrimination, disability resulting from pregnancy, reduction in force, official announcements, and terms of agreement. Appendixes include academic titles covered by the agreement and the 1973-74 salary scale. (MJM)

ED 090804

AGREEMENT

This Agreement made and entered into this 15th of May, 1973, by and between RUTGERS, THE STATE UNIVERSITY (hereinafter called the "UNIVERSITY") and the Rutgers Faculty, represented by the RUTGERS COUNCIL OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS CHAPTERS (hereinafter called the "AAUP").

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I - PURPOSE

The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining conditions of employment. To this end they mutually enter into this agreement intended to state the employment relations between the UNIVERSITY and the AAUP hereinafter defined.

II - ACADEMIC FREEDOM

The parties hereto recognize the principles of academic freedom as adopted by the University's Board of Governors on January 13, 1967.

III - RECOGNITION

1. The UNIVERSITY recognizes AAUP as the sole and exclusive bargaining representative of all Rutgers University faculty members, teaching assistants and graduate assistants as hereinafter defined. Groups of employees may be added or deleted by mutual consent of the parties.

2. The terms "faculty member" and "faculty members" shall include all of the following academic personnel currently employed or to be employed by Rutgers to discharge at least one-half (50%) of a full-time academic job assignment:

(a) All faculty members with the rank of professor, associate professor, assistant professor, instructor, assistant instructors, lecturers, research associates and visiting faculty who are engaged in instruction, research, or other academic service; and

(b) Members of the research, library, general extension, and cooperative extension staffs and those others, who, by virtue of University regulations hold equivalent rank (see Appendix A) to the faculty categories enumerated in (a) above.

3. The terms "graduate assistant" and "graduate assistants" and "teaching assistant" and "teaching assistants" shall include all University personnel holding the titles of graduate assistant and teaching assistant.

4. Excluded are all officers of administration including deans, associate deans, assistant deans, assistants to deans, academic directors who are not engaged in instruction or research for 50% or more of their

time during the academic year, adjunct professors, honorary professors, fellows, all members of the coadjutant staff, all those persons who administer or help to administer a major academic unit or program of the University, and all other employees of the University.

5. Teaching assistants and graduate assistants shall be covered by this Agreement except to the extent specifically provided for herein.

IV - SCOPE OF BARGAINING

V - DEDUCTION OF PROFESSIONAL DUES

The UNIVERSITY agrees to deduct on a pro-rata basis from each bi-weekly pay check the annual AAUP professional dues of each member of the bargaining unit as defined herein, who furnishes a voluntary written authorization for such deduction, on a form acceptable to the UNIVERSITY. Each member of the bargaining unit may cancel such written authorization by giving written notice of such cancellation to the UNIVERSITY and AAUP only between December 14 and December 31 of any year to be effective January 1 of the ensuing year. The amount of AAUP professional dues shall be such amount as may be certified to the UNIVERSITY by AAUP at least thirty (30) days prior to the date on which deductions of AAUP professional dues is to be made. Deductions of AAUP professional dues made pursuant hereto shall be remitted by the UNIVERSITY to AAUP at the end of the calendar month in which such deductions are made, together with a list of names of members of the bargaining unit from whose pay such deductions were made.

VI - DESIGNATION OF AAUP REPRESENTATIVES AND THEIR PRIVILEGES

1. The UNIVERSITY and AAUP agree to recognize the designated representatives of each for the purposes of collective negotiations, such designation to be made in writing by each party to the other. This designation shall not preclude others, in reasonable numbers, from attending collective negotiations at the invitation of either party for the purpose of providing factual knowledge or expertise with respect to a particular subject for collective negotiations.

2. The UNIVERSITY agrees that one faculty member designated by AAUP may devote a portion of his professional time to official AAUP business. The UNIVERSITY will assign one teaching assistant to the department in which the designated faculty member functions, for the benefit of that faculty member. In addition, the Vice President for University Personnel shall in writing inform appropriate Deans, and other academic officers serving as superiors to the duly elected officers of the AAUP, of the identity of the AAUP officers, and the nature of their responsibilities.

3. Representatives of AAUP shall be permitted to transact official business on University property at all reasonable times, provided that this shall not interfere with or interrupt normal University operations.

4. AAUP and its representatives shall have the right to use University buildings at all reasonable hours for meetings provided they follow regular University procedures.

5. AAUP shall have the right to make reasonable use of the University facilities and equipment, including duplicating, computing and office equipment, and available audiovisual equipment, all in accordance with University procedures. AAUP shall pay reasonable costs for the use of facilities and equipment.

6. AAUP shall have the right to post bulletins and notices, to the employees it represents, relevant to official AAUP business, without seeking permission or approval.

7. A packet of materials prepared by AAUP shall be sent to each new bargaining unit member of the University.

VII - SALARY PROVISIONS

A. Faculty Salaries

1. 1972-1973

(a) Effective July 1, 1972, faculty members holding the rank or equivalent rank of assistant instructor, instructor, assistant professor, associate professor or professor have received a one-step increase in salary as provided by Statute.

(b) Faculty members who were promoted in the 1972-1973 academic year shall receive the benefits as set forth in A.2. below, effective no later than December 1, 1972.

(c) Within-rank salary inequities against women and minorities identified by the salary review of 1972-73 will be remedied effective July 1, 1972. When payments have been distributed, a follow-up survey will be conducted to assure that salary equity within ranks has been achieved, and to detect and remedy possible inequities in the distribution of rank. The procedure will parallel that instituted for the salary review of 1972-73.

2. Promotion

Faculty members who are promoted to a higher academic rank, effective on or after July 1, 1973, shall receive a salary adjustment of one salary increment upon promotion that shall be computed on their former salary range.

3. 1973-1974

(a) Effective July 1, 1973, eligible faculty members on the payroll during the 1972-1973 academic year, holding the rank or equivalent rank of assistant instructor, instructor, assistant professor, associate professor, and professor (I and II) shall receive a five and one-half percent (5½) salary increase as provided by statute.

(b) In addition, eligible faculty members holding the rank or equivalent rank of assistant instructor, instructor, assistant professor, associate professor, and professor (I and II) shall receive one salary increment as provided by statute. Those faculty members with one or more years service on July 1, 1973, will receive this increment on that date. Those employed after July 1, 1972, shall receive this increment one year after the first day of the first quarter following their appointment date.

B. Salaries of Teaching Assistants and Graduate Assistants

Effective July 1, 1973, teaching assistants and graduate assistants who are in their first year of employment shall receive a 10-month salary of $3,500. Each teaching assistant and graduate assistant in the second year of employment or beyond shall receive a 10-month salary of $3,675. Persons holding 12-month assistantships shall receive a salary which is fifteen percent (15%) higher than that which is paid for the position on a 10-month basis, under similar conditions.

VIII - FACULTY GRIEVANCE PROCEDURE

1. A grievance is defined as any dispute or difference concerning the claimed violation of any provision of this Agreement or the claimed violation of established University regulations and procedures regarding tenure or promotion. It is understood that this Agreement in no way diminishes the responsibility of faculty, department chairmen, and of deans, directors and other appropriate administrative officials for the exercise of academic judgment. A grievant must initiate action either informally under Step 1 or in writing under Step 2 within thirty (30) working days after knowledge of the occurrence of the event out of which the grievance arises.

2. Any grievance appeal of a faculty member - hereinafter called "the grievant" - shall be handled in the following manner:

Step 1. Every attempt shall be made to resolve any grievances arising under this section speedily and informally by meetings between those directly affected.

Step 2. If the matter is not resolved, the grievant shall present an appeal in writing and signed by the grievant in the first instance to his Dean or Director. The Dean or Director shall discuss the grievance with the grievant. If the grievant so requests, AAUP representatives shall be present, provided however that no more than two representatives may be present at any appropriate step as identified below.

The Dean or Director shall consider the appeal and shall reply in writing within fourteen (14) working days after receipt of the appeal.

Step 3. If the matter is not resolved, a written appeal shall be sent to the Dean or Director within ten (10) working days with a request to have the matter placed before the appropriate Committee of Review of his College or Division. The Dean shall present the appeal to the Committee of Review within seven (7) working days. The Committee of Review must hear the case with concern for due process: the appeal must be in writing; the grievant must be afforded the opportunity to testify; the grievant must have the opportunity to be apprised of the basis upon which all actions were taken; AAUP representatives may be present and may counsel or represent the grievant if he so desires.

The grievant and, if he so desires, AAUP representatives, will be afforded an opportunity to obtain necessary witnesses and relevant documentary and other evidence, except confidential letters of recommendation, and the administration will, insofar as it is possible for it to do so, secure the cooperation of such witnesses and make available necessary documents and other evidence within its control. The AAUP representatives shall have access to all documents pertaining to the case on a confidential basis, if the grievant desires.

The grievant and the appropriate administrative officer will have the right to confront and cross-examine all the witnesses. Where a witness cannot or will not appear, but the Committee determines that the interests of justice require admission of his statement, the Committee will identify the witness, disclose his statement and if possible provide for interrogatories.

The decision of the Committee of Review must be presented, in writing to the appropriate Dean or Director, the grievant, the AAUP and the Vice President for University Personnel. The decision must address itself to the issues raised. The Committee of Review must render its decision within thirty (30) working days after the appeal was presented to the Committee. This period may be extended by mutual consent to a maximum of ninety (90) days.

Step 4. If the grievant, or either party to this Agreement, is not satisfied with the written decision of the Committee of Review, a written appeal shall be referred within ten (10) working days to the University Appeals Committee defined below. The University Appeals Committee must hear the case with concern for due process as defined in Step 3 above. The University Appeals Committee must render its decision within thirty (30) working days after the appeal was presented to the Committee unless further time is granted by mutual consent. The decision of this Committee shall be considered advisory to the President and to the Board of Governors.

3. The University Appeals Committee shall consist of three faculty members selected by the AAUP and three persons selected by the University.

4. An appeal that is a group matter not related to a specific College or Division shall be presented in writing and signed to the Senior Vice President for Academic Affairs, within thirty (30) working days after the knowledge of the occurrence of the event out of which the appeal arises.

The Senior Vice President for Academic Affairs shall reply in writing within fourteen (14) working days after receipt of the appeal. This shall replace Step 2 and 3.

5. Any written decision or written answer to an appeal made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing, shall be considered a final settlement and such settlement shall be binding upon the grievant(s) and the parties to this Agreement.

6. University holidays, vacations, Saturdays and Sundays shall not be counted as working days. Extensions of time will normally be granted for good and sufficient reasons such as illness of the grievant, by mutual agreement.

7. Before the start of grievance procedures, the grievant will agree, in writing, to permit the presentation of all relevant testimony.

8. No reprisals shall be taken against any grievant including no incorporation of any record of a grievance in any individual's department or college personnel file.

IX - TEACHING ASSISTANT AND GRADUATE ASSISTANT GRIEVANCE PROCEDURE

A grievance is defined as any claimed violation of University regulations; of the contract between the University and the AAUP; of established policy or practice regarding reappointment.

At any step in the grievance procedure, the grievant may request participation of an AAUP appointed representative. A maximum of two such representatives may be active at any one time.

This procedure is designed to expedite the resolution of problems which arise in connection with the employment of graduate assistants and teaching assistants at the University.

In each of the steps described below, the following conditions should be understood:

(1) The teaching assistant or graduate assistant, hereinafter referred to as "grievant", may be accompanied by an observer and may be assisted by a representative in presenting the case.

(2) The time limits prescribed for decision-making may be extended at any time as may be mutually agreed upon in writing by the parties.

(3) The substance of all proceedings will be confidential.

STEP 1. The grievant shall present the grievance to his or her supervisor within twenty (20) working days after knowledge of the occurrence of the event out of which the grievance arises. In the case of a teaching assistant, this usually will be the professor in charge of the course; for a graduate assistant, it will be the director of the research project on which he or she is working. Five (5) working days from initial presentation will be allowed for effective resolution.

STEP 2. If resolution is not achieved at Step 1, the grievant shall address the matter to the chairman of the department, or designee, within which he or she is employed. Five (5) working days from initial presentation will be allowed for effective resolution.

STEP 3. If resolution is not achieved at the earlier, informal steps, the grievant shall submit the appeal, in writing, to the dean or director of the academic unit. Concurrently, a copy of the appeal shall be sent to the AAUP, and to the Office of Employee Relations. Ten (10) working days from receipt of the written appeal will be allowed for effective resolution.

STEP 4. If the grievant does not achieve resolution at the preceding step, his or her case then should be presented to an Appeals Committee (appointed for a one year term) to be comprised of three University employed graduate students selected by AAUP, three University representatives selected by the Senior Vice President for Academic Affairs one of whom shall be the Executive Assistant for Student Affairs. The Committee should be allowed twenty (20) working days calculated from the date of its receipt of the case in dispute. Upon completion of its work, the Committee shall present its recommendation to the Vice President for University Personnel. The Vice President shall have twenty (20) working days following receipt of the Committee's report to accept, reject, or otherwise modify the recommendations. The Vice President for University Personnel shall be deemed to have accepted the recommendations of the Appeals Committee if he takes no action within the prescribed period.

X - NONDISCRIMINATION

There shall be no discrimination by the UNIVERSITY or AAUP against any faculty member or applicant for appointment or promotion as faculty member because of race, creed, color, sex, religion, nationality, marital status, or membership or non-membership in or activity on behalf of the AAUP.

XI - DISABILITY RESULTING FROM PREGNANCY

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, short term disabilities. All employment policies and practices involving commencement and duration of leave, availability of extensions, accrual of seniority and other benefits and privileges, and reinstatement and payment, shall be applied to disabilities due to the above causes as they are applied to other short term disabilities incurred by members of the bargaining unit.

XII - REDUCTION IN FORCE

Where the UNIVERSITY asserts that, for financial or budgetary reasons, it intends to terminate an academic program, a number of faculty members, or to suspend promotions, it will present its plans to a joint committee, three to be chosen by AAUP and three by the UNIVERSITY, serving fixed terms, for evaluation by that committee. The UNIVERSITY agrees that it will give full and fair consideration to the recommendations of the committee prior to making its final determination.

This committee shall be organized immediately to formulate procedures that will enable it to act efficiently and effectively whenever confronted by the aforementioned circumstances.

The committee may be convened at the request of either the AAUP or the UNIVERSITY.

XIII - OFFICIAL ANNOUNCEMENTS

The UNIVERSITY agrees that it will publish for consideration by the University community all proposed and adopted changes in and additions to official University rules and regulations.

XIV - TERM OF AGREEMENT

This agreement shall be effective from July 1, 1972 to June 30, 1975. At any time between September 1 and October 15, 1973, the AAUP may request, on ten (10) days written notice, reopening of the agreement with respect to salaries, fringe benefits and the grievance procedure for the year 1974-75.

At any time after September 1, 1974, either party may in writing request the commencement of negotiations for a new agreement to take effect on July 1, 1975.

The parties may by mutual agreement continue the terms of the existing agreement beyond June 30, 1975. In this event, either party may terminate such agreement by thirty (30) days written notice to the other.

For the Rutgers Council of AAUP Chapters:

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Carter R. Smith

APPENDIX A

ACADEMIC TITLES COVERED BY AAUP AGREEMENT

CODE		TITLE
10 MTH	12 MTH	
89000	89010	Professor II
99000	99010	Research Professor II
99020	99030	Research Specialist II
99040	99050	Professor Law II
99060	99070	Lecturer (Professor II)
99100	99110	Extension Specialist (Prof II)
99120	99130	Visiting Professor II
88000	88010	Professor I
98000	98010	Research Professor I
98020	98030	Research Specialist I
98040	98050	Lecturer (Professor I)
98060	98070	Extension Specialist (Prof I)
98080	98090	Visiting Professor I
98120	98130	Librarian I
98140	98150	Law Librarian I
98160	98170	Professor Law I
98180	98190	County Agent I (Professor I)
98200	98210	Physical Education Specialist (Prof I)
98240	98250	Teacher Counselor I
87000	87010	Associate Professor
97000	97010	Associate Research Specialist
97020	97030	Associate Research Professor
97040	97050	Associate Extension Specialist
97060	97070	Visiting Associate Professor
97100	97110	Librarian II
97120	97130	Law Librarian II
97140	97150	Associate Professor Law
97160	97170	Lecturer (Associate Professor)
97180	97190	County Agent II
97200	97210	Physical Education Specialist II
97240	97250	Teacher Counselor II
86000	86010	Assistant Professor
96000	96010	Assistant Research Professor
96020	96030	Assistant Research Specialist
96040	96050	Assistant Extension Specialist
96060	96070	Visiting Assistant Professor
96100	96110	Librarian III
96120	96130	Law Librarian III
96140	96150	Assistant Professor Law
96160	96170	Lecturer (Assistant Professor)
96180	96190	County Agent III
96200	96210	Physical Education Specialist III
96220	96230	Teacher Counselor III

CODE		TITLE
10 MTH	12 MTH	
85000	85010	Instructor
95000	95010	Extension Associate
95040	95050	Research Associate
95060	95070	Lecturer (Instructor)
95080	95090	Librarian IV
95100	95110	Law Librarian IV
95120	95130	Physical Education Instructor
95140	95150	County Agent IV
95160	95170	Teacher Counselor IV
84000	84010	Assistant Instructor
94000	94010	County Agent
94020	94030	Librarian V
94040	94050	Teacher Counselor V
94120	94130	Extension Assistant
94180	94190	Lecturer (Assistant Instructor)
94160	94170	Research Assistant

OTHER TITLES COVERED BY AGREEMENT

Teaching Assistant
Graduate Assistant